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File No.: 19172.303

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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FILIPA FINO IRREVOCABLE LIVING TRUST,

Case No.:

Plaintiff,

-against-

NOTICE OF REMOVAL

SCOTTSDALE INSURANCE COMPANY,

Defendant.

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**TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF NEW YORK:**

The Defendant, SCOTTSDALE INSURANCE COMPANY (“SCOTTSDALE”), by and through its attorneys, WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP, as and for its notice of removal of this action pursuant to 28 U.S.C. §§1332(a), 1441 and 1446, petitions the Court and respectfully sets forth as follows:

INTRODUCTION

1. This action was commenced on or about March 4, 2024 by the filing of a Summons and Complaint, a copy of which is annexed hereto as Exhibit “A” (“Complaint”).
2. As more fully explained below, this Court has original jurisdiction pursuant to 28 U.S.C. §1332(a), because this is a civil action between citizens of different States with an amount in controversy exceeding \$75,000.00, exclusive of costs and interest.

3. Under 28 U.S.C. §1446(b), this Notice of Removal is timely because it has been filed within thirty (30) days of receipt of information that the case would be removable. Defendant was served with a copy of the Summons and Complaint via its corporate agent on or about April 8, 2024. (*see*, Exhibit “A”).

4. The Plaintiff claims in his Complaint in the sum of \$500,000 in money damages for property damages allegedly sustained with respect to a water incident occurring on May 3, 2023, and demands \$100,000 for court/attorney’s fees (*see*, Exhibit “A”, at ¶19).

5. Venue is proper under 28 U.S.C. §§ 1441(a) and 105(a)(1) because the United States District Court for the Eastern District of New York is the federal judicial district embracing New York State Supreme Court, County of Suffolk, where the State court action was originally filed and was pending.

6. This action is one which may be removed under 28 U.S.C. §1441(b) in that, it is a civil action between citizens of different states, the matter in controversy allegedly exceeds the sum or value of \$75,000.00, exclusive of interest and costs and the removal is timely.

7. Removal of the State Court Action to this Court is proper under 28 U.S.C. §§1332(a), 1441(a) due to the diverse citizenship of the parties and an amount in controversy in excess of \$75,000 exclusive of interests and costs.

DIVERSITY OF CITIZENSHIP

8. Plaintiff is the owner of the property located in Suffolk County, New York (*see*, Exhibit “A”, at ¶1).

9. Defendant SCOTTSDALE is a foreign corporation incorporated in the state of Illinois with its principal place of business in Scottsdale, Arizona.

10. Removal of the State Court Action to this Court is proper under 28 U.S.C. §§1332(a), 1441(a) due to the diverse citizenship of the parties and an amount in controversy in excess of \$75,000 exclusive of interests and costs.

THE AMOUNT IN CONTROVERSY EXCEEDS \$75,000.00
EXCLUSIVE OF COSTS AND INTEREST

11. In accordance with New York law, the Complaint does not set forth the amount in controversy exclusive of interest and costs (*see*, N.Y. C.P.L.R. §3017 (McKinney's 2006 Supp.); *see also*, Exhibit "A"). Instead, the Complaint alleges that the Plaintiff seeks damages "in a sum in excess of the monetary jurisdiction of all lower courts." (Exhibit "A", at ¶19).

12. The maximum jurisdictional limit of lower courts having jurisdiction of this matter is twenty-five thousand dollars (\$25,000.00) (*see*, N.Y. Jud. Law §190 (McKinney's 2005)).

13. The underlying claim arises out of a property damages claim regarding a property that was allegedly damaged by water, including but not limited to home, personality, clothing, furniture and ancillary household objects (Exhibit "A", at ¶9). Plaintiff is the property owner that is making an insurance claim against the defendant SCOTTSDALE. The Plaintiff claims in his Complaint in the sum of \$500,000 in money damages for property damages allegedly sustained with respect to a water incident occurring on May 3, 2023, and demands \$100,000 for court/attorney's fees (*see*, Exhibit "A", at ¶19).

14. Accordingly, Defendant is informed and believes that the amount in controversy exceeds \$75,000.00.

WHEREFORE, the Defendant, SCOTTSDALE, respectfully prays that this action now pending in the Supreme Court of the State of New York, County of Suffolk proceed in the United States District Court for the Eastern District of New York as an action properly removed

thereto, together with such other and further relief as this Court may deem just, proper and equitable.

Dated: White Plains, New York
May 8, 2024

**WILSON ELSER MOSKOWITZ
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By: Eric Cheng

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